



EMPLOYMENT TRIBUNALS

Between

Claimant: Mr R Mugisha

Respondent: Excetra Buses Ltd

JUDGMENT OF THE EMPLOYMENT TRIBUNAL

in accordance with rule 21 of the Employment Tribunal Rules of Procedure 2013

No response having been presented in form ET3 to the office of the Employment Tribunal by the Respondent within the time limit prescribed by rule 16 of the Employment Tribunal Rules of Procedure 2013 it is **adjudged** as follows:

The Claimant having brought a claim to the Tribunal under article 3 of the Employment Tribunals Extension of Jurisdiction (England and Wales) Order 1994 the Tribunal finds that the Respondent was in breach of contract in not giving the Claimant notice of the termination of his employment.

The Tribunal declares in accordance with section 24 of the Employment Rights Act 1996 that the complaint by the Claimant under section 23 of such Act that the Respondent has made unlawful deductions from the Claimant's wages is well founded.

The Tribunal declares in accordance with regulation 30 of The Working Time Regulations 1998 that the complaint of the Claimant that the Respondent has failed to pay holiday pay due to the Claimant on the termination of the employment under regulation 14(2) of such Regulations is well founded.

The Tribunal declares in accordance with section 124 Equality Act 2010 that there has been a contravention by the Respondent of Part 5 of such Act.

The Tribunal finds that the complaint by the Claimant under section 111 Employment Rights Act 1996 that the Claimant was unfairly dismissed is well founded.

That the claim be listed for a hearing to determine a remedy for the Claimant.

Employment Judge Baron

Dated 12 December 2017